

Donna L. BassFORM 92-9472
REV 01/94

TO: THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI

FROM: MISSISSIPPI VALLEY GAS COMPANY

P.O. Box 130

Southaven, Ms 38671

662-393-0590

The attached copy of a Sales Ticket and Security Agreement is filed in lieu of a UCC-1 Financing Statement. This is a "fixture filing" under MCA §75-9-4-2 and should be filed in the appropriate land records. The filing should be indexed as follows:

Lot	Lot 11	Section
Block	Subdivision Allen S D	Township
		Range
		Quarter Section

A full legal description of the real estate involved is:

() Attached

OR

STATE MS.-DESOTO CO.

PS
PS

OCT 15 1 58 PM '03

(x) as follows:

Lot 11, Allen S D Subdivision, Section A, in Section 32, Township 1, Range 8 West, Desoto County Mississippi, as shown on plat recorded in Plat Book 1, Page 45, in the Office of the Chancery Clerk of Desoto County, Mississippi.

1849 PG 369
E. DAVIS CH. CLK.


MISSISSIPPI VALLEY GAS COMPANY

Seller's Name: Mississippi Valley Gas Company

Address: 5429 Pepperchase

City: Southaven State: MS Zip: 38671

Date of Contract: 9-22-03

 Buyer's Name: DONNA Bass

Co-buyer's Name:

Address: 6673 Alice Dr.

City: Horn Lake State: MS Zip: 38637

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. <u>9.75%</u>	FINANCE CHARGE The dollar amount the credit will cost you. <u>\$2,680.89</u>	Amount Financed The amount of credit provided to you or on your behalf. <u>10,023.29</u>	Total of Payments The amount you will have paid after you have made all payments as scheduled. <u>\$12,704.18</u>	Total sales Price The total cost of your purchase including your down payment of \$ <u>10</u> is <u>\$12,704.18</u>
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Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are due
<u>60</u>	Monthly Amount \$ <u>211.73</u> Last Payment \$ <u>212.11</u>	Beginning Payment <u>11-03</u> Last Payment Due <u>10-08</u>

Security: You are giving a security interest in the goods or property being purchased. If you pay off early, you may be entitled to a refund of part of the finance charge. Please read this contract document for information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

Itemization of amount financed of \$9,347.00

- Sales Tax @ 7% \$654.29
- Cash Price \$10,001.29
- Less Cash Down payment
- Unpaid Balance (subtotal) \$10,023.29
- Finance Charge 2,680.89
- Recording Fee \$22.00
- Amount Financed (total) \$12,704.18

Account Number	Type of Sale
<u>10-811229-559906</u>	Gas Advantage Program

If Installation Address is different from above:	
Street:	
City:	ZIP:
Vendor no:	Installer:
Tax Exempt Certificate Number:	
BY:	Date:
BY:	Date:
Remarks or Special Instruction to Warehouse/Installer	

The following is a list of the goods and/or equipment purchased by Buyer hereunder (the "Equipment"):

Line No.	MKT Code	QTY Ord.	Inventory Number	Description	Serial No.	Amount
1	<u>FURNACE</u>			<u>M# PDU A 12406401</u>	<u>SWEALMO28815</u>	
2	<u>COIL</u>			<u>GA 036814</u>	<u>SN#XNLS309639</u>	
3	<u>CONDENSER</u>			<u>M# H0H 036506</u>	<u>SN#WHMM024872</u>	
4						
5						
6						
7						

NOTE AND SECURITY AGREEMENT

FOR VALUE RECEIVED, the undersigned, jointly and severally, promise to pay to the order of Seller the amount shown above as "Total of Payments" in accordance with the payment schedule shown above, together with interest from maturity at the rate shown above per annum until fully paid. Buyer has the right to pay off the balance of this Note in advance and, under certain conditions, may obtain a refund of unearned finance charges, if any. If any payment or portion thereof continues in default for a period of more than fifteen (15) days following the date such payment is due, Buyer agrees to pay a late charge equal to the greater of \$5.00 or four percent (4%) of the delinquent balance.

Default in the payment of this Note when due shall render the entire unpaid balance hereof immediately due and payable, at the option of the holder hereof, without notice or demand.

In the case of any default, Buyer agrees to pay all costs of collection, including a reasonable attorney's fee, whether or not suit is instituted. Buyer waives presentment for payment, demand, notice of dishonor, protest, notice of protest, and all rights of exemption of every kind under any state law. Failure of the holder hereof to exercise any option granted hereunder shall not constitute a waiver of future rights.

Buyer hereby grants to Seller a purchase money security interest under the Mississippi Uniform Commercial Code to secure the payment of the indebtedness evidenced hereby by buyer's performance hereunder and to secure the Equipment and the proceeds thereof. Buyer hereby assigns to Seller monies payable under any property insurance on the Equipment, including returned or unearned premiums, and Seller is hereby authorized to receive and collect same, or settle any claim with respect thereto. Seller has the right to set off said balance against any funds due Buyer from Seller should Buyer be in default hereunder.

- CONTINUED ON REVERSE SIDE -

BUYER(S) HEREBY ACKNOWLEDGES RECEIPT OF A COMPLETE COPY OF THIS CONTRACT, WHICH INCLUDES THE NOTE AND SECURITY AGREEMENT, WHICH BUYER(S) HAS READ AND UNDERSTOOD. THE PARTIES AGREE THAT THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE PART OF THIS CONTRACT.

(Buyer)

Mississippi Valley Gas Company

BUYER: Donna Bass DATE: 9/22/03 S.S.# 409333780 BY: Ramela Black
 CO-BUYER: _____ DATE: _____ S.S.# _____ TITLE: Sales Rep III
 SELLER/INSTALLER: Mitch Wright DATE: 10/14/03
 NAME: Becky Redick TITLE: Admin DATE: _____

FORM 90-8825 (Rev 10/02)